



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 18, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

28 October 18, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENT TO CONTRACT NO. 002091 FOR  
CHANNEL RIGHT OF WAY CLEARING SERVICES IN THE  
WEST AREA OF LOS ANGELES COUNTY  
(SUPERVISORIAL DISTRICTS 3 AND 5) (3 VOTES)**

### **SUBJECT**

This action is to amend the West Area channel right of way clearing services contract to expand the level of service to include the following five additional channels: Calabasas Creek, Chatsworth Creek, Dayton Creek, Kelvin Canyon Channel, and Project No. 107.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve Amendment 1 to Contract No. 002091 with Orozco Landscape and Tree Company, for Channel Right of Way Clearing Services West Area, to expand the level of service for an additional contract sum of \$38,804, which includes \$5,062 additional cost for disposal fees, increasing the annual amount from \$507,277 to \$546,081 for the current contract year and subsequent option years, if any, commencing upon your Board's approval or upon execution by both parties, whichever occurs last, for a potential maximum contract sum of \$2,964,642.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

4. Authorize the Director of Public Works or her designee to execute the amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to amend the existing contract for Channel Right of Way Clearing Services – West Area, to provide intermittent vegetation, trash, debris, and brush clearing services for the following additional channels: Calabasas Creek, Chatsworth Creek, Dayton Creek, Kelvin Canyon Channel, and Project No.107.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works (Public Works) in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual contract amount is increased by \$38,804, which includes \$5,062 additional disposal fees for the current contract year and subsequent option years, if any, increasing the contract annual amount from \$507,277 to \$546,081 plus an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

Funding for these additional services is included in the Fiscal Year 2011-12 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds for the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On September 21, 2010, Agenda Item 24, your Board approved Contract No. 002091 with Orozco Landscape and Tree Company, located in Pomona, for Channel Right of Way Clearing Services – West Area, authorizing an annual contract expenditures of \$507,277 (\$441,110 plus \$66,167 for disposal cost) with a potential maximum sum of \$2,790,024. The contract commenced on September 21, 2010, with your Board's approval for the initial contract term expiring on May 31, 2011, with four 1-year renewal options and a month-to-month extension up to six months for a maximum potential contract term of 62 months and 10 days. The contract is currently in its first option year.

The amendment will increase the annual contract amount from \$507,277 to \$546,081 for the current and subsequent option years plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

The amendment, which is substantially reflected in the Enclosure, will continue the contract's current terms, specifications, and conditions. The Director of Public Works or her designee will execute the amendment in accordance with your Board's authorization and only upon proper execution by the

contractor and approval as to form by County Counsel.

Prior to award of the contract and pursuant to the applicable memorandum of understanding, the Request for Proposals for these contracted services was submitted to the appropriate union for review on April 13, 2010. The union did not ask to meet with Public Works regarding the solicitation at that time. Pursuant to the applicable memorandum of understanding, the appropriate union was notified on August 31, 2011, of this recommended action to amend the contract.

### **ENVIRONMENTAL DOCUMENTATION**

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the amendment will continue the current contract services.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

AMENDMENT 1 TO CONTRACT NO. 002091

CHANNEL RIGHT OF WAY CLEARING SERVICES – WEST AREA

This AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and OROZCO LANDSCAPE AND TREE COMPANY, a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 002091 was entered into between the COUNTY and the CONTRACTOR on September 21, 2010, for Channel Right of Way Clearing Services - West Area, for a period of approximately eight months with the end date of May 31, 2011, with four 1-year renewal option and a month-to-month extension up to six months for a maximum potential term of 62 months and 10 days.

WHEREAS, the CONTRACTOR is willing to provide channel right of way clearing services for five additional channels in the West Area of Los Angeles County under all terms set forth in this Contract, as amended.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 002091 between them shall be amended as follows:

FIRST: This Contract is hereby amended to provide that the CONTRACTOR shall perform clearing services for the following five additional channels incorporated into the existing contract Scope of Work, Exhibit A, Item B., Work Locations, increasing the overall numbers of channels starting at 70 through 74 respectively, as reflected in Attachment A, commencing upon Board approval or upon execution by both parties, whichever occurs last:

- 70. Calabasas Creek
- 71. Chatsworth Creek
- 72. Dayton Creek
- 73. Kelvin Canyon Channel
- 74. Project No. 107

SECOND: The annual cost of providing clearing services for these additional channels as indicated on Form PW-2A (Attachment B) will be for \$38,804, which includes \$5,062 for disposal fees.

FOURTH: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of Contract No. 002091 shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

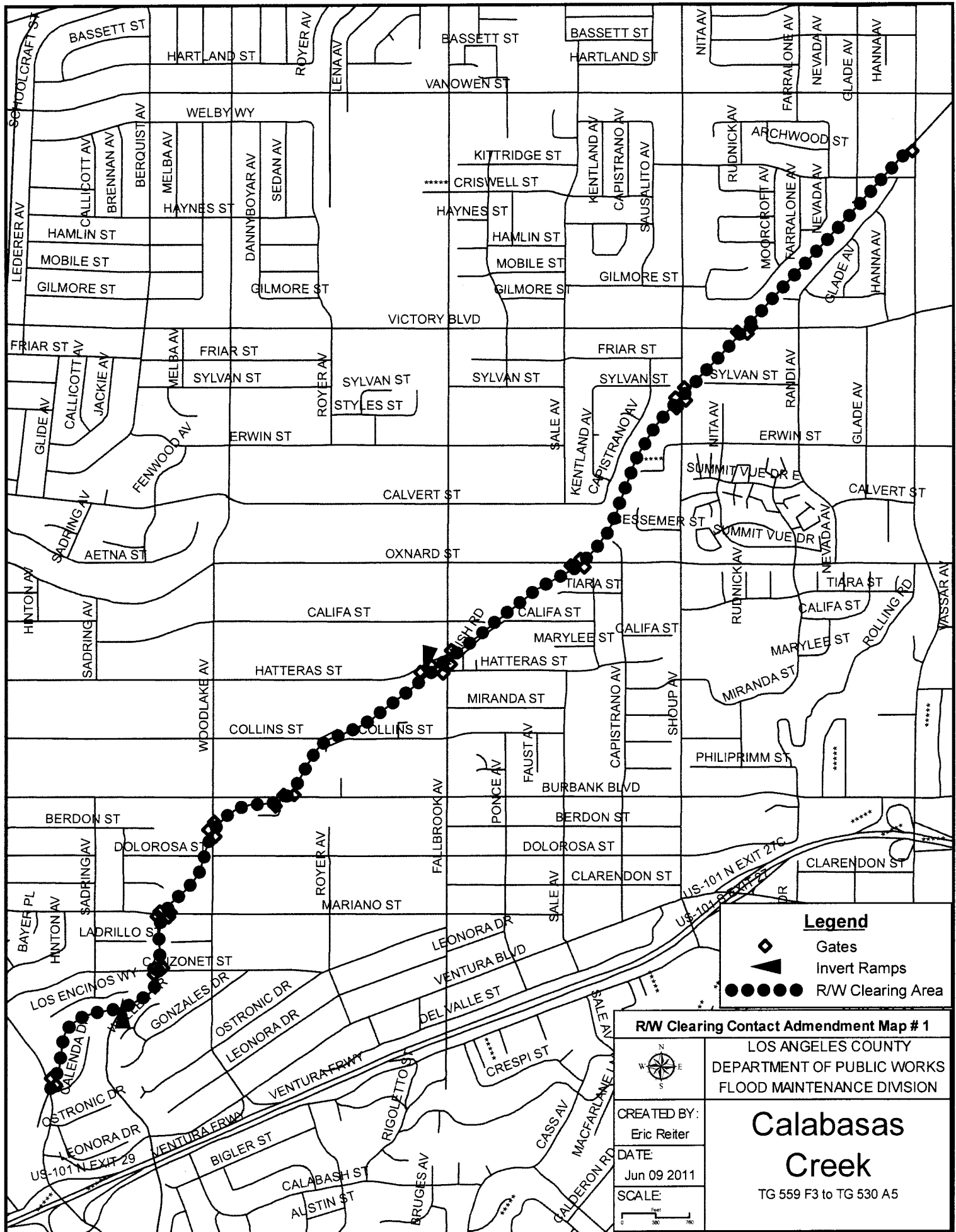
OROZCO LANDSCAPE AND TREE  
COMPANY

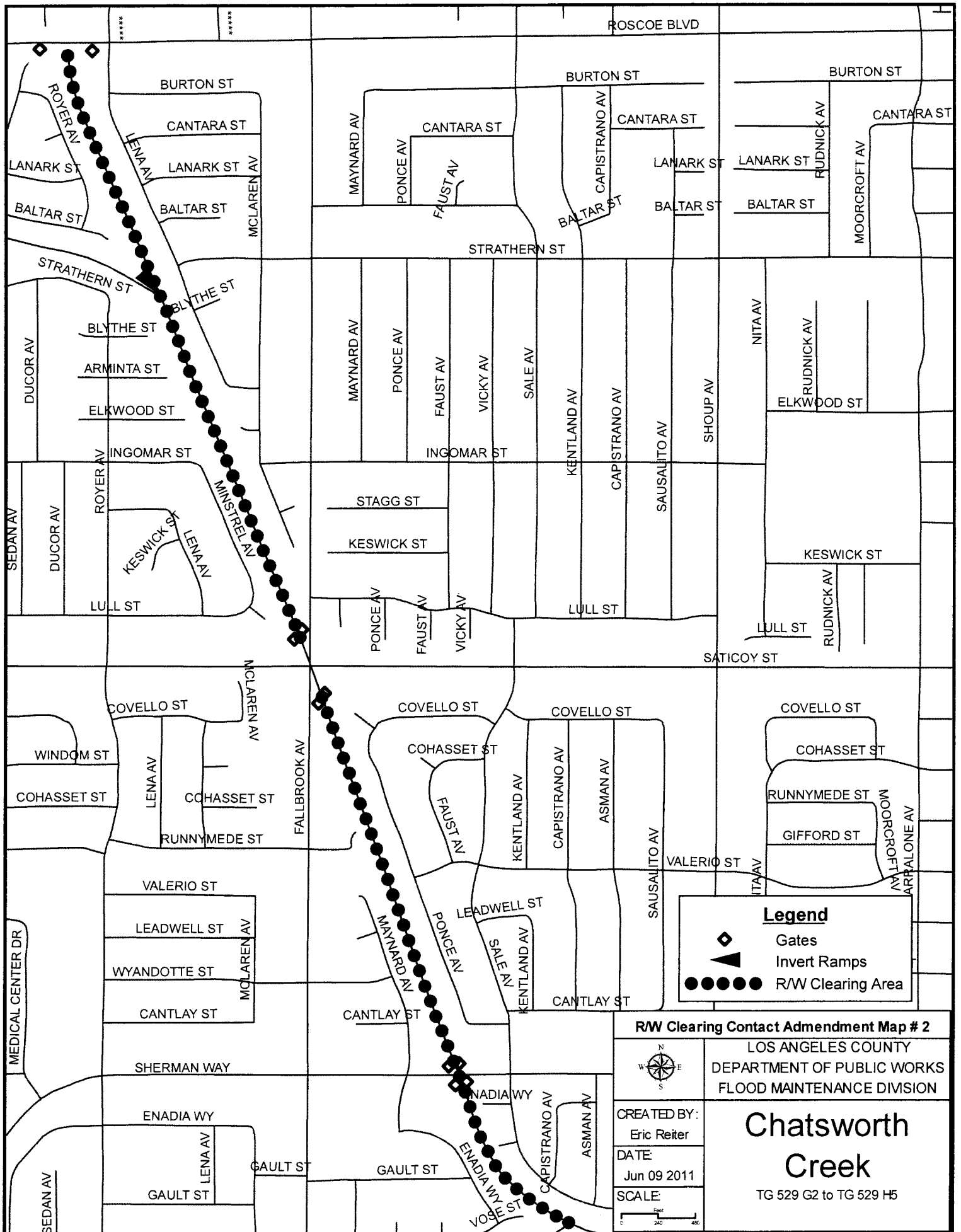
By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

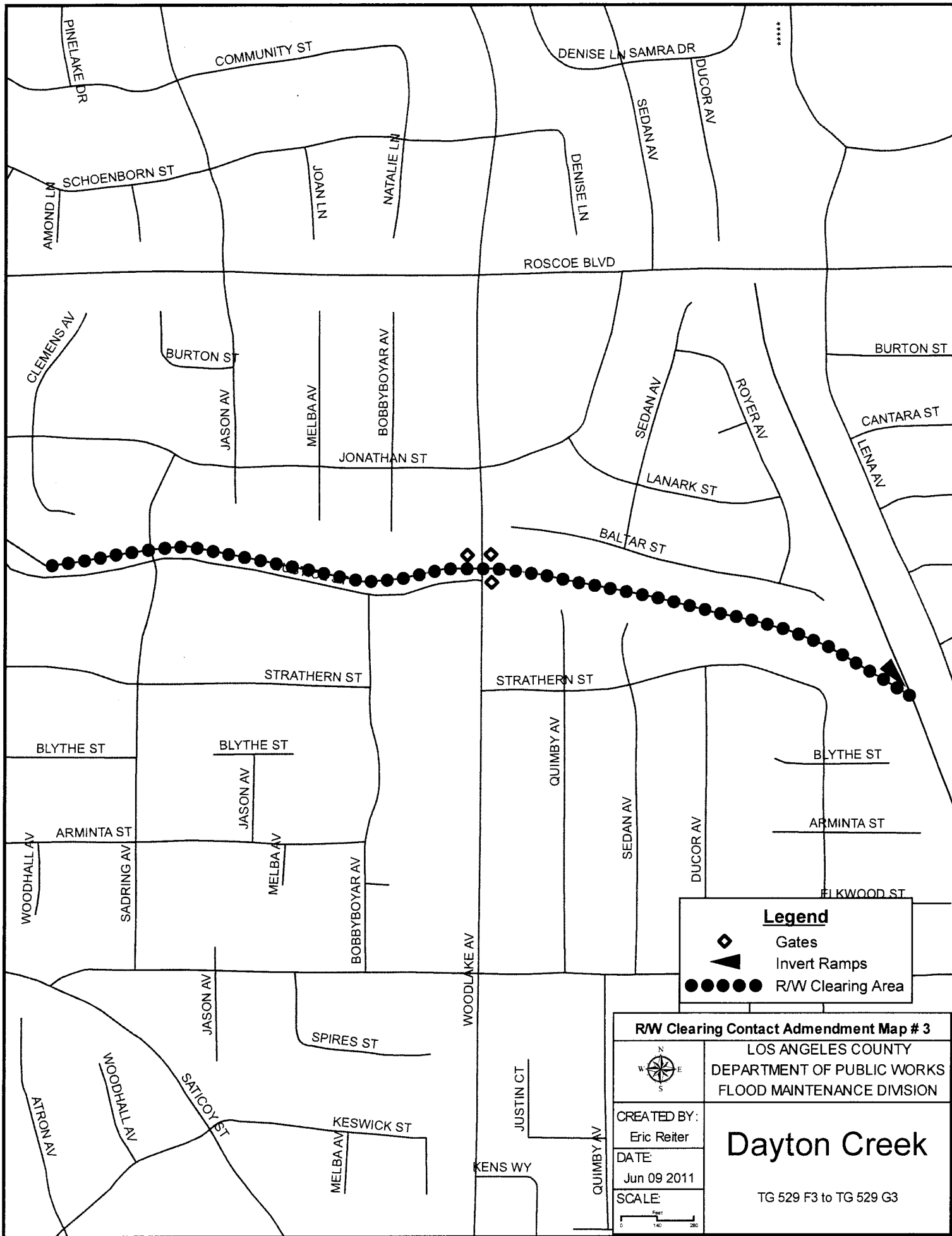
By \_\_\_\_\_  
Its Secretary

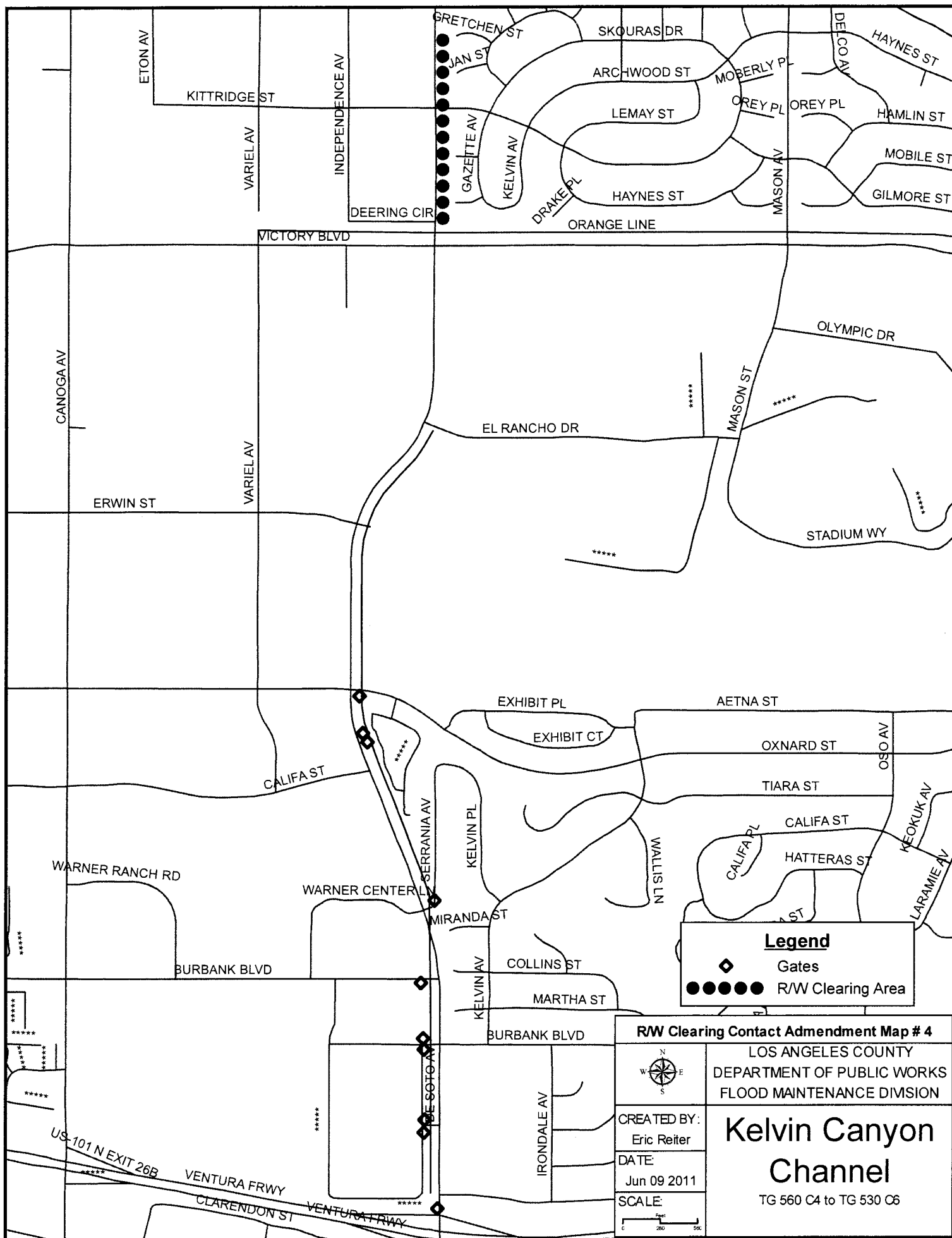
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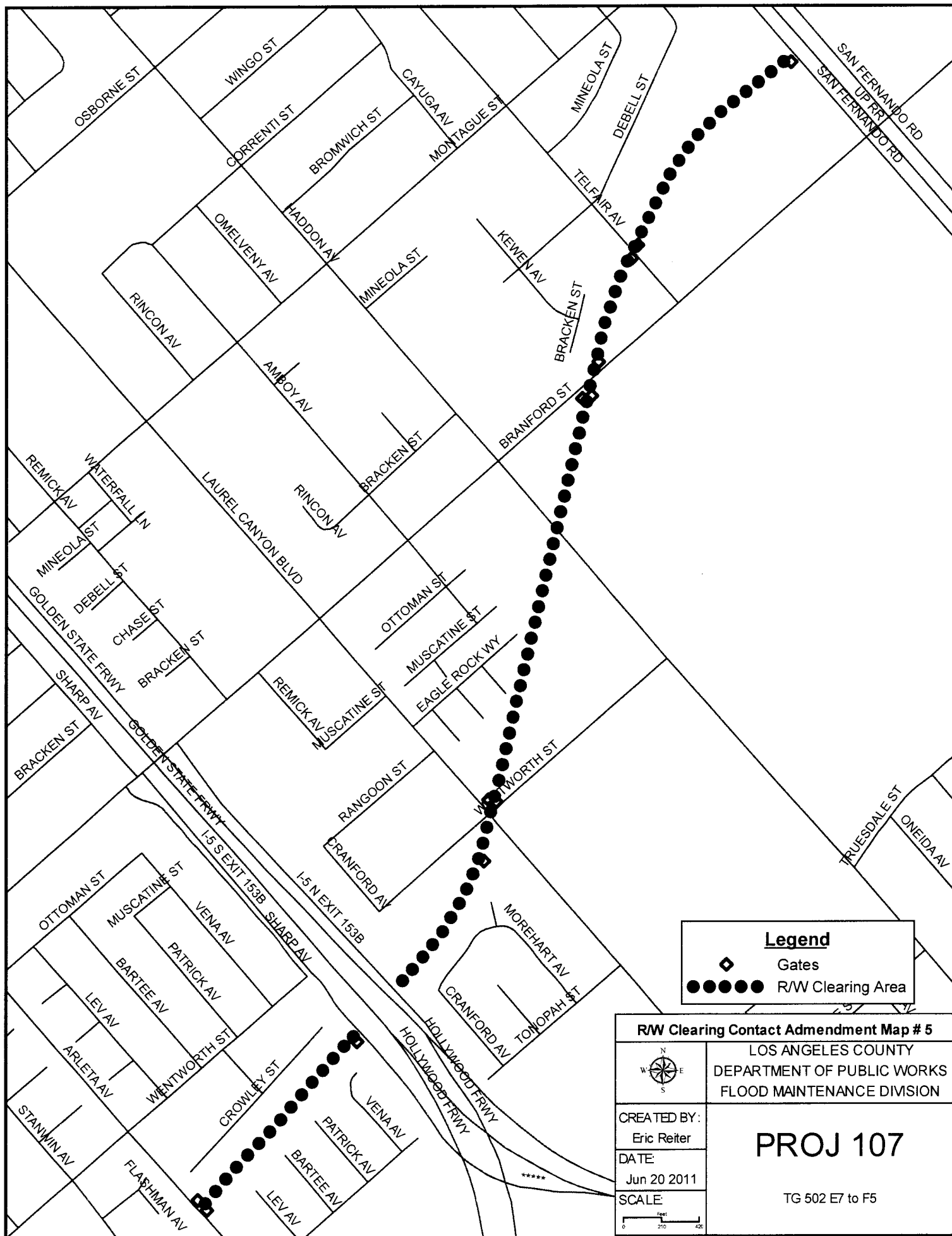










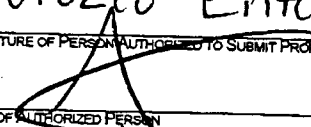


**SCHEDULE OF PRICES**  
**FOR**  
**CHANNEL RIGHT OF WAY CLEARING SERVICES-WEST AREA FOR**  
**AMENDED SERVICES**

The undersigned Proposer offers to perform the work described in the AMENDMENT for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Public Works will reimburse all dumping fees upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site. Transportation costs to and from the landfill sites shall be included in the Contractor's Total Proposed Price as listed in Form PW-2A, Schedule of Prices.

| ITEM NO. | DESCRIPTION           | TOTAL LINEAR FEET (LF) | UNIT PRICE PER LF | PRICE (TOTAL LF X UNIT PRICE) |
|----------|-----------------------|------------------------|-------------------|-------------------------------|
| 1.       | CALABASAS CREEK       | 15,975.1               | \$0.88            | \$14,058.09                   |
| 2.       | CHATSWORTH CREEK      | 7933.                  | \$0.88            | \$6,981.04                    |
| 3.       | DAYTON CREEK          | 3443.1                 | \$0.88            | \$3,029.93                    |
| 4.       | KELVIN CANYON CHANNEL | 4694.3                 | \$0.88            | \$4,130.98                    |
| 5.       | PROJECT 107           | 6927.2                 | \$0.80            | \$5,541.76                    |

**TOTAL PROPOSED PRICE FOR ITEM NOS. 1- 5 \$ 33,741.80**

|  |  |   |  |
|--|--|---|--|
| LEGAL NAME OF PROPOSER<br>J. Orozio Enterprises, Inc. DBA Orozio Landscape   |  |   |  |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br> |  |   |  |
| TITLE OF AUTHORIZED PERSON<br>president  |  |   |  |
| DATE<br>9/13/11  |  | STATE CONTRACTOR'S LICENSE NUMBER<br>780564 | LICENSE TYPE<br>C27 C61<br>D47         |
| PROPOSER'S ADDRESS:<br>1419 S. East End Ave<br>Pomona CA 91766   |  |   |  |
| PHONE<br>909 623 8287  |  | FACSIMILE<br>909 469 0634                   | E-MAIL<br>J.Orozio@orozio-landscape.ca |